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Lead Counsel for the Class and Attorneys for the Lead Plaintiff New Jersey Carpenters Pension and Benefit Funds

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

HCL PARTNERS LIMITED PARTNERSHIP, on behalf of itself and all others similarly situated, Plaintiff, v. LEAP WIRELESS INTERNATIONAL, INC. S. DOUGLAS HUTCHESON, AMIN I. KHALIFA, GRANT A. BURTON, MICHAEL B. TARGOFF, JOHN D. HARKEY, ROBERT V. LaPENTA, AND PRICEWATERHOUSECOOPERS, LLP, Defendants.	**ECF CASE** **Case No.: 07-cv-2245 (BTM)** **NOTICE OF FILING WAIVERS OF SERVICE OF SUMMONS ON PLAINTIFFS' CONSOLIDATED CLASS ACTION COMPLAINT** Hon. Barry Ted Moskowitz

KENT CHARMICHAEL, Individually and on behalf of all others similarly situated,

Plaintiff,

v.

LEAP WIRELESS INTERNATIONAL, INC., S. DOUGLAS HUTCHESON, AMIN I. KHALIFA, GRANT A. BURTON, MICHAEL B. TARGOFF, JOHN D. HARKEY, ROBERT V. LaPENTA, AND PRICEWATERHOUSECOOPERS, LLP,

Defendants.

Case No.: 08-cv-0128

Attached hereto as Exhibit A are true and correct copies of Waivers of Service of Summons on Plaintiffs' Consolidated Class Action Complaint for Defendants Grant A. Burton, John D. Harkey, Michael B. Targoff, and Robert V. LaPenta.

Dated: July 29, 2008

GLANCY BINKOW & GOLDBERG LLP

By: ***s/Andy Sohrn***

Andy Sohrn
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Lead Counsel for the Class and Attorneys for the Lead Plaintiff New Jersey Carpenters Pension and Benefit Funds

EXHIBIT A

WAIVER OF SERVICE OF SUMMONS

TO: Lionel Z. Glancy, Glancy Binkow & Goldberg LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, acknowledge receipt of your request that I waive service of a summons in the action of HCL Partners v. Leap Wireless et al., which is case number 07-cv-2245 (BTM) in the United States District Court for the Southern District of California. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I an acting) be served with judicial process in the manner provided by Rule 4.

I (or the entity on whose behalf I an acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an answer or motion under Rule 12 is not served upon you within 60 days after 7/21/08 (DATE REQUEST WAS SENT), or within 90 days after that date if the request was sent outside the United States.

(DATE) 7/29/08

[signature]
(SIGNATURE)

Printed/Typed Name: Diane Marie Walters

As Attorney (TITLE) of Grant A. Burton (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the cost of such service unless good cause be shown for its failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or to the service of the summons), and may later object to the jurisdiction of the court or to the place where the action had been brought.

A defendant who waives service must within the time specified on the waiver form serve on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must also file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had been actually served when the request for waiver of service was received.

WAIVER OF SERVICE OF SUMMONS

TO: Lionel Z. Glancy, Glancy Binkow & Goldberg LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

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(DATE) 7/29/08

(SIGNATURE)

Printed/Typed Name: Diane Marie Walters

As Attorney (TITLE) of John D. Harkey (CORPORATE DEFENDANT)

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(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

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HCL Partners v. Leap Wireless et al. , which is case number 07-cv-2245 (BTM)

in the United States District Court for the Southern District of

California . I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

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7/21/08 , or within 90 days after that date if the request was sent outside the
(DATE REQUEST WAS SENT)
United States.

(DATE) 7/29/08

(SIGNATURE)

Printed/Typed Name: Diane Marie Walters

As Attorney of Michael B. Targoff
(TITLE) (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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TO: Lionel Z. Glancy, Glancy Binkow & Goldberg LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

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(DATE) 7/29/08

Diane M Wa[illegible]
(SIGNATURE)

Printed/Typed Name: Diane Marie Walters

As Attorney (TITLE) of Robert V. LaPenta (CORPORATE DEFENDANT)

Duty to Avoid Unnecessary Costs of Service of Summons

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PROOF OF SERVICE BY ELECTRONIC POSTING
AND BY MAIL ON ALL KNOWN NON-REGISTERED PARTIES

I, the undersigned, say:

I am a citizen of the United States and am employed in the office of a member of the Bar of this Court. I am over the age of 18 and not a party to the within action. My business address is 1801 Avenue of the Stars, Suite 311, Los Angeles, California 90067.

On July 29, 2008, I caused to be served the following documents by posting such documents electronically to the ECF website of the United States District Court for the Southern District of California:

NOTICE OF FILING OF WAIVERS OF SERVICE OF SUMMONS ON PLAINTIFFS' CONSOLIDATED CLASS ACTION COMPLAINT

and, upon all others not so-registered but instead listed below:

George Greer
Heller Ehrman LLP
701 Fifth Avenue
Suite 6100
Seattle, WA 98104

Frank R. Schirripa
Scheongold Sporn Laitman & Lometti, PC
19 Fulton Street
Suite 406
New York, NY 10038

Daniel B. Rehns
Scheongold Sporn Laitman & Lometti PC
19 Fulton Street
Suite 406
New York, NY 10038

By Mail: By placing true and correct copies thereof in individual sealed envelopes, with postage thereon fully prepaid, which I deposited with my employer for collection and mailing by the United States Postal Service. I am readily familiar with my employer's practice for the collection and processing of correspondence for mailing with the United States Postal Service. In the ordinary course of business, this correspondence would be deposited by my employer with the United States Postal Service that same day.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 29, 2008, at Los Angeles, California.

s/Tia Reiss______
Tia Reiss